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Re: Brief of *Amici Curiae* in *Ethical Society of Police, et al. v. Bondi, et al.*
Case No. 25-cv-13315 (IT)

Dear Sir or Madam:

We have been retained to file an *amicus curiae* brief in the above-referenced case (the "Amicus Matter"). It is our understanding that your organization, _____ (organization name), has agreed to join the brief and engage our firm to sign the brief on your behalf.

We are happy to add you to the brief, and ask you to confirm that our firm has not advised you on the decision to join the brief, you are not looking to our firm for advice on the issues presented in the brief, our representation of you is limited solely to you and not any affiliates, officers, employees, or agents, and that our representation of you will conclude and terminate upon the filing of the *amicus curiae* brief. There will be no fees or expenses incurred by you in connection with the filing of this brief.

Conflicts of interest

Whenever legal counsel represents multiple clients in a matter, conflicts of interest theoretically might arise (*e.g.*, where the interest of one client in the matter is adverse to the interests of another client). Obviously the chances of such a conflict arising in this particular matter are remote, but we have decided to ask each signatory to waive any potential conflict of interest out of an abundance of caution.

It is possible that some of our present or future clients may become adverse to you during the time that we are representing you. As a condition to our undertaking this current engagement, you agree that the BCLP Group may continue to represent, or may undertake in the future to represent, existing or new clients in any matter on a position that is adverse to you or in which your interests may be adversely affected unless we represent you with respect to the same matter. We agree that your prospective consent to conflicting representation shall not apply in any instance where, as a result of our representation of you, we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any other client of ours, could be used in any other matter by that client to your disadvantage. Because this waiver is essential to our willingness to accept this engagement, you agree that if the validity or enforceability of the waiver is ever challenged or revoked, we may withdraw from representing you and continue to represent other clients, even in matters directly adverse to you.

By signing this letter, you confirm your agreement (i) to waive any potential conflict of interest in this matter with respect to the other signatories who have also joined the brief or may join the brief as co-*amici* after the date of this letter, and (ii) that our work for you related to this matter shall not preclude our existing and future representation of other persons who have also joined the brief or may join the brief as co-*amici* after the date of this letter in any matters that are not substantially related to this matter. Additionally, you agree that we may continue to represent, or may undertake in the future to represent, existing or new clients in any current or future matter that are directly adverse to you, so long as it is unrelated to the Amicus Matter for which we are representing you. Such representation may include, but

Date _____